

1
2
3
4
5
6
7
8
9
10
11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA
13

14
15 VAMPIRE FAMILY BRANDS, LLC

16 Plaintiff,

17 v.

18 TREASURY WINE ESTATES
19 LIMITED, ET AL.,

20 Defendants.
21
22
23
24
25
26
27
28

CASE NO. 2:23-cv-07119 – KK-AGR

**STIPULATED PROTECTIVE
ORDER**

Complaint filed: August 29, 2023

1 Based on the parties' Stipulation, and for good cause shown therein and recited
2 herein, the Court finds and orders as follows.

3
4 **1. A. PURPOSES AND LIMITATIONS**

5 Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting this litigation may be
8 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
9 the following Stipulated Protective Order. The parties acknowledge that this Order
10 does not confer blanket protections on all disclosures or responses to discovery and
11 that the protection it affords from public disclosure and use extends only to the
12 limited information or items that are entitled to confidential treatment under the
13 applicable legal principles. The parties further acknowledge, as set forth in Section
14 12.3, below, that this Stipulated Protective Order does not entitle them to file
15 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
16 that must be followed and the standards that will be applied when a party seeks
17 permission from the court to file material under seal.

18
19 **B. GOOD CAUSE STATEMENT**

20 This action is likely to involve trade secrets, customer and pricing lists and
21 other valuable research, development, commercial, financial, technical and/or
22 proprietary information for which special protection from public disclosure and from
23 use for any purpose other than prosecution of this action is warranted. Such
24 confidential and proprietary materials and information consist of, among other things,
25 confidential business or financial information, information regarding confidential
26 business practices, or other confidential research, development, or commercial
27 information (including information implicating privacy rights of third parties),
28

information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEYS EYES ONLY.”

1 2.6 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including, among
3 other things, testimony, transcripts, and tangible things), that are produced or generated
4 in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
7 expert witness or as a consultant in this Action.

8 2.8 “HIGHLY CONFIDENTIAL-ATTORNEYS EYES ONLY” Information
9 or Items: extremely sensitive “Confidential Information or Items,” disclosure of which
10 to another Party or Non-Party would create a substantial risk of serious harm to the
11 Producing Party that could not be avoided by less restrictive means. Documents and
12 information in one or more of the following categories may qualify for this designation:
13 (i) non-public technical information, including research notes and materials; (ii)
14 financial information; (iii) business and/or marketing plans; and (iv) license
15 agreements.

16 2.9 House Counsel: attorneys who are employees and/or owners of a party to
17 this Action. For specificity, House Counsel includes Michael Machat, owner of
18 Plaintiff. House Counsel does not include Outside Counsel of Record or any other
19 outside counsel.

20 2.10 Non-Party: any natural person, partnership, corporation, association, or
21 other legal entity not named as a Party to this action.

22 2.11 Outside Counsel of Record: attorneys who are not employees and/or
23 owners of a party to this Action but are retained to represent or advise a party to this
24 Action and have appeared in this Action on behalf of that party or are affiliated with a
25 law firm which has appeared on behalf of that party, and includes support staff. For
26 specificity, Outside Counsel of Record does not include Machat & Associates or their
27 attorneys, such as Michael Machat.

1 2.12 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.14 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, transcribing, videotaping, translating, preparing exhibits
8 or demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.15 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL–ATTORNEYS
12 EYES ONLY.”

13 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
14 from a Producing Party.

15 16 **3. SCOPE**

17 The protections conferred by this Stipulated Protective Order cover not only
18 Protected Material (as defined above), but also (1) any information copied or extracted
19 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
20 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
21 their Counsel that might reveal Protected Material. However, the protections conferred
22 by this Stipulated Protective Order do not cover the following information: (a) any
23 information that is in the public domain at the time of disclosure to a Receiving Party or
24 becomes part of the public domain after its disclosure to a Receiving Party as a result of
25 publication not involving a violation of this Order, including becoming part of the
26 public record through trial or otherwise; (b) any information known to the Receiving
27 Party prior to the disclosure or obtained by the Receiving Party after the disclosure
28

1 from a source who obtained the information lawfully and under no obligation of
2 confidentiality to the Designating Party; or (c) any testimony or presentations during
3 court hearings or at trial.

4 Any use of Protected Material at trial shall be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6
7 **4. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees
10 otherwise in writing or a court order otherwise directs. Final disposition shall be
11 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
12 or without prejudice; and (2) final judgment herein after the completion and
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
14 including the time limits for filing any motions or applications for extension of time
15 pursuant to applicable law.

16 Once a case proceeds to trial, information that was designated as
17 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS EYES ONLY, or
18 maintained pursuant to this protective order, that is used or introduced as an exhibit at
19 trial becomes public and will be presumptively available to all members of the public,
20 including the press, unless compelling reasons supported by specific factual findings
21 to proceed otherwise are made to the trial judge in advance of the trial. See
22 Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006)
23 (distinguishing “good cause” showing for sealing documents produced in discovery
24 from “compelling reasons” standard when merits-related documents are part of court
25 record). Accordingly, for such materials, the terms of this protective order do not
26 extend beyond the commencement of the trial.

1 (both, hereinafter, a “CONFIDENTIALITY Legend”), as the case may be, to each page
2 that contains protected material. If only a portion or portions of the material on a page
3 qualifies for protection, the Producing Party also must clearly identify the protected
4 portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for
6 inspection need not designate them for protection until after the inspecting Party has
7 indicated which documents it would like copied and produced. During the inspection
8 and before the designation, all of the material made available for inspection shall be
9 deemed “HIGHLY CONFIDENTIAL-ATTORNEYS EYES ONLY.” After the
10 inspecting Party has identified the documents it wants copied and produced, the
11 Producing Party must determine which documents, or portions thereof, qualify for
12 protection under this Order. Then, before producing the specified documents, the
13 Producing Party must affix the appropriate CONFIDENTIALITY Legend to each page
14 that contains Protected Material. If only a portion or portions of the material on a page
15 qualifies for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins) and must specify for
17 each portion the level of protection being asserted.

18 (b) With respect to any depositions that involve a disclosure of
19 Confidential or Attorneys’ Eyes Only material of a party to this action, such party shall,
20 prior to the termination of the deposition, either (1) identify on the record all protected
21 testimony and level of protection being asserted or (2) state on the record that it will
22 provide its designations within thirty (30) days after receipt of the deposition transcript,
23 which period may be extended by agreement of the parties, that indicate which portions
24 of the transcript, if any, are to be designated “CONFIDENTIAL” or “HIGHLY
25 CONFIDENTIAL – ATTORNEYS EYES ONLY.” Any transcript that is prepared
26 before the expiration of a 30-day period for designation shall be treated during that
27 period as if it had been designated “HIGHLY CONFIDENTIAL–ATTORNEYS EYES
28

1 ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the
2 transcript shall be treated only as actually designated.

3 (c) For information produced in some form other than documentary and
4 for any other tangible items, that the Producing Party affix in a prominent place on the
5 exterior of the container or containers in which the information or item is stored the
6 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL-ATTORNEY EYES
7 ONLY.” If only a portion or portions of the information or item warrants protection, the
8 Producing Party, to the extent practicable, shall identify the protected portion(s) and the
9 appropriate level of protection being asserted.

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
11 failure to designate qualified information or items does not, standing alone, waive the
12 Designating Party’s right to secure protection under this Order for such material. Upon
13 timely correction of a designation, the Receiving Party must make reasonable efforts to
14 assure that the material is treated in accordance with the provisions of this Order.

16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation under this Protective Order at any time that is consistent with the Court’s
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
21 resolution process under Local Rule 37.1 et seq and the procedure set forth on Judge
22 Rosenberg’s webpage for handling discovery motions: *See*
23 <https://www.cacd.uscourts.gov/honorable-alicia-g-rosenberg>.

24 6.3 The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
26 to harass or impose unnecessary expenses and burdens on other parties) may expose the
27 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
28

1 the confidentiality designation, all parties shall continue to afford the material in
 2 question the level of protection to which it is entitled under the Producing Party's
 3 designation until the Court rules on the challenge.

4 6.4 No Obligation to Challenge. No party shall be obligated to challenge the
 5 propriety of any designation, and the failure to do so shall not preclude a subsequent
 6 challenge to the propriety of any such designation.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 10 disclosed or produced by another Party or by a Non-Party in connection with this
 11 Action only for prosecuting, defending, or attempting to settle this Action. Such
 12 Protected Material may be disclosed only to the categories of persons and under the
 13 conditions described in this Order. When the Action has been terminated, a Receiving
 14 Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
 16 location and in a secure manner that ensures that access is limited to the persons
 17 authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 19 ordered by the court or permitted in writing or on the record by the Designating Party, a
 20 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
 21 only to:

22 (a) the Receiving Party's Outside Counsel of Record in this Action, as
 23 well as employees of said Outside Counsel of Record to whom it is reasonably
 24 necessary to disclose the information for this Action;

25 (b) House Counsel of the Receiving Party to whom disclosure is
 26 reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during the deposition of (and their subsequent review of the transcript) (1) a Designating Party or a Designating Party’s employees, agents, or representatives, and (2) witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided the witness signs the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGLY CONFIDENTIAL – ATTORNEYS EYES ONLY.” Information or Items. Unless otherwise ordered by the court or permitted in writing or on the record by the Designating Party, a Receiving Party may disclose any information or item designated “HIGLY CONFIDENTIAL – ATTORNEYS EYES ONLY” only to:

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as
 2 well as employees of said Outside Counsel of Record to whom it is reasonably
 3 necessary to disclose the information for this Action;

4 (b) Experts (as defined in this Order) of the Receiving Party to whom
 5 disclosure is reasonably necessary for this Action and who have signed the
 6 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (c) the Court and its personnel;

8 (d) court reporters and their staff;

9 (e) professional jury or trial consultants, mock jurors, and Professional
 10 Vendors to whom disclosure is reasonably necessary for this Action and who have
 11 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (f) the author or recipient of a document containing the information or
 13 a custodian or other person who otherwise possessed or knew the information;

14 (g) during the deposition of (and their subsequent review of the
 15 transcript) the Designating Party or a Designating Party's employees, agents, or
 16 representatives; and

17 (h) any mediator or settlement officer, and their supporting personnel,
 18 mutually agreed upon by any of the parties engaged in settlement discussions.

19 7.4 Procedures for Approving or Objecting to Disclosure of "HIGHLY
 20 CONFIDENTIAL-ATTORNEY EYES ONLY" Information or Items to Experts.

21 (a) A Receiving Party seeking to disclose to an Expert retained by the Party
 22 any Disclosure or Discovery Material that has been designated HIGHLY
 23 CONFIDENTIAL-ATTORNEY EYES ONLY must first make a written request to
 24 the Designating Party that (1) identifies the general categories of HIGHLY
 25 CONFIDENTIAL-ATTORNEY EYES ONLY information that the Receiving Party
 26 seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert
 27 and the city and state of his or her primary residence, (3) attaches a copy of the
 28

Expert's current resume, (4) identifies the Expert's current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise (including in connection with litigation) in the past five years, and (6) identifies (by name and number of the case, filing date, and location of court) any litigation where the Expert has offered expert testimony, including by declaration, report or testimony at deposition or trial, in the past five years. If the Expert believes any of this information at (4) - (6) is subject to a confidentiality obligation to a Non-Party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any confidentiality agreements, and the Receiving Party seeking to disclose the information to the Expert shall be available to meet and confer with the Designating Party regarding any such confidentiality obligations.

(b) A Party that makes a request and provides the information specified in Sections 7.4(a) may disclose the Protected Material to the Expert unless, within seven days of delivering the request, the Party receives a written objection from the Designating Party providing detailed grounds for the objection.

(d) All challenges to objections from the Designating Party shall proceed in accordance with the procedure set forth on Judge Rosenberg's webpage for handling discovery motions: See <https://www.cacd.uscourts.gov/honorable-alicia-g-rosenberg>.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any Protected Material of another Party, that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order in the other litigation, the Party served with the subpoena or court order shall not produce any Protected Material before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Stipulated Protective Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS EYES ONLY." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by
8 the Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this court
10 within 14 days of receiving the notice and accompanying information, the Receiving
11 Party may produce the Non-Party's confidential information responsive to the
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving Party
13 shall not produce any information in its possession or control that is subject to the
14 confidentiality agreement with the Non-Party before a determination by the court.
15 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
16 of seeking protection in this court of its Protected Material.

17
18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
20 Protected Material to any person or in any circumstance not authorized under this
21 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
22 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
23 all unauthorized copies of the Protected Material, (c) inform the person or persons to
24 whom unauthorized disclosures were made of all the terms of this Order, and (d)
25 request such person or persons to execute the "Acknowledgment and Agreement to Be
26 Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection,
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 7 may be established in an e-discovery order that provides for production without prior
 8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 9 parties reach an agreement on the effect of disclosure of a communication or
 10 information covered by the attorney-client privilege or work product protection, the
 11 parties may incorporate their agreement in the stipulated protective order submitted to
 12 the court.

13
 14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 16 person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 18 Protective Order no Party waives any right it otherwise would have to object to
 19 disclosing or producing any information or item on any ground not addressed in this
 20 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 21 ground to use in evidence of any of the material covered by this Protective Order.

22 12.3 Filing Protected Material. A Party that seeks to file under seal any
 23 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 24 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 25 Protected Material at issue. If a Party's request to file Protected Material under seal is
 26 denied by the court, then the Receiving Party may file the information in the public
 27 record unless otherwise instructed by the court.

1
2 **13. FINAL DISPOSITION**

3 After the final disposition of this Action, as defined in Section 4, within 60 days
4 of a written request by the Designating Party, each Receiving Party must return all
5 Protected Material to the Producing Party or destroy such material. As used in this
6 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
7 summaries, and any other format reproducing or capturing any of the Protected
8 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
9 must submit a written certification to the Producing Party (and, if not the same person
10 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
11 category, where appropriate) all the Protected Material that was returned or destroyed
12 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
13 compilations, summaries or any other format reproducing or capturing any of the
14 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
15 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
16 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
17 work product, and consultant and expert work product, even if such materials contain
18 Protected Material. Any such archival copies that contain or constitute Protected
19 Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 **14.** Any violation of this Order may be punished by any and all appropriate measures
2 including, without limitation, contempt proceedings and/or monetary sanctions.
3 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
4

5 DATED: March 4, 2024

6 
7

8 Alicia G. Rosenberg
9 United States Magistrate Judge
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [full name], of
 _____ [full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective Order
 that was issued by the United States District Court for the Central District of California
 in the case of *Vampire Family Brands, LLC. v. Treasury Wine Estates, et al.*, Case No.
 2:23-cv-07119. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so comply
 could expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is subject to
 this Stipulated Protective Order to any person or entity except in strict compliance with
 the provisions of this Order. I further agree to submit to the jurisdiction of the United
 States District Court for the Central District of California for the purpose of enforcing
 the terms of this Stipulated Protective Order, even if such enforcement proceedings
 occur after termination of this action.

I hereby appoint _____ [full name] of
 _____ [full address and
 telephone number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____